

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Contract with CORT Party
Rental for Sorticulture

_____ Briefing
_____ Proposed Action
_____ Consent
X _____ Action
_____ First Reading
_____ Second Reading
_____ Third Reading
_____ Public Hearing
_____ Budget Advisory

COUNCIL BILL #

Originating Department

Contact Person

Phone Number

FOR AGENDA OF

Cultural Arts

Carol Thomas

425-257-7101

April 27, 2016

Initialed by:

Department Head

CAA

Council President



Location

Preceding Action

Attachments

Department(s) Approval

Contract #43733-1

Cultural Arts

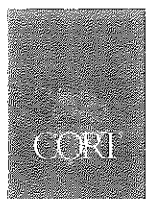
Amount Budgeted	\$0	
Expenditure Required	\$405.35	Account Number(s): 112 5103303450
Budget Remaining	\$0	
Additional Required	\$0	

DETAILED SUMMARY STATEMENT:

A rental contract with CORT Party Rentals for tables and stage skirting for the 2016 Sorticulture event at American Legion Memorial Park in June, in the amount of \$405.35.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign Contract with CORT Party Rentals for the 2016 Sorticulture event, in the amount of \$405.35, including Washington State sales tax.



PARTY RENTAL

6101 Associated Blvd Ste 102
 Everett, WA 98203
 www.cortpartyrental.com
 425-493-6969 Phone
 425-493-1227 Fax

Status: Reservation

Contract #: 43733-1

Event Beg: Sat 6/11/2016 8:00AM
 Event End: Sun 6/12/2016 6:00PM
 Operator: Tiffany Sabin
 Terms: On Account

Everett, City of

3225 Cedar Street
 Everett, WA 98201

Customer #: 1239

425-257-8700 Phone
 425-258-8945 Fax

Job Descr: Sorticulture

PO #: Sorticulture 2016

Ordered By: Newland, Lisa 425-257-7107

Salesman: Tiffany Sabin tiffany.sabin@cort.com

Delivery and Pickup

Delivery: Wed 6/ 8/2016

Pickup Date: Mon 6/13/2016

Location: American Legion Park

Used at Address: 145 Alverson Blvd ; Everett, WA 98201

Delivery Notes: Anytime Delivery Wednesday 6/08

*CALL LISA 30 MIN OUT TO MEET

Deliver/Pickup from storage area

Anytime Pickup Monday 6/13

Contact: Lisa Newland

Phone: 425-876-8164

Cancellations/Reductions should be made 72 hours prior to delivery to avoid fees

Qty	Items Rented	Status	Each	Price
20	Table, 30" Round 30" High Standard table height	Reserved	\$10.25	\$205.00
5	Stage Skirt Black 8' x 25" Client to provide "prickly" velcro to attach	Reserved	\$11.00	\$55.00
1	Delivery / Pickup Fee 98201	Selling	\$80.00	\$80.00

Please note new address for remittance**Rental Contract**

This is a confirmed reservation. Tent/Tent Accessories require a 50% Non-Refundable Deposit with 100% Charge if Cancelled within 10 days prior to Delivery.

All other Changes / Cancellations need to be made 10 days prior to the delivery or will call date.

Delivery Service includes drop off within 20ft of truck access. Transport and Carry requirements must be requested one week in advance of event date. Fees will apply.

Rental:	\$260.00
Damage Waiver:	\$31.20
Delivery Charge:	\$80.00
Subtotal:	\$371.20
3105 Everett:	\$34.15
Total:	\$405.35
Paid:	\$0.00
Amount Due:	\$405.35

Signature: _____

Everett, City of

Mon - Sat 8am - 5pm Sundays Closed

Printed On Tue 3/15/2016 11:28:58AM

Software by Point-of-Rental Software www.point-of-rental.com

Modification # 1
 Contract-Params.rpt (18)

RENTAL CONTRACT TERMS AND CONDITIONS

1. I do hereby acknowledge receipt for the Lessor the equipment and / or articles identified on this Rental Contract. It is understood and agreed that the equipment listed on this Rental Contract is leased to me. The Lessee, by said Lessor. It is further understood that said property is personally inspected and examined by me and found to be in good working condition and repair and that I fully understand its proper use.
2. Rental is charged for the time equipment is in Lessee's possession. No allowance will be made for Sunday's, holidays, overnight or time in transit, or for any period of time equipment may not be in actual use while in Lessee's possession, unless arrangements are made to the contrary and such arrangements are accepted in writing by the Lessor. Lessee and any person, to whom, with Lessor's written consent, Lessee directs the charges incurred under this agreement to be billed, are jointly and severally responsible for payment for all such charges. Lessee represents having the authority to direct such charges to be billed to that person.
3. Lessee agrees that equipment usage is not to exceed 8 hours per 24 hours period or 40 hours for a 7 day consecutive period. Any additional hours of usage exceeding the maximum allowed will be charged at 1/8th of the daily rental rate per each additional hour. All weekly or monthly rates are quoted contingent upon prompt payment. In the event that the Lessor desires to extend this Rental Contract beyond the due date originally agreed upon and as written on this Rental Contract, Lessee agrees to notify the Lessor of said desire before said date and time to obtain Lessor's written approval and terms of said extension. In the absence of an agreed extension, rental rates will accrue of the daily rate for each additional hour, beyond the first 24 hour period, not to exceed, however, the rate listed for each 24 hour period.
4. Lessee understands that renting of equipment does not carry the option to purchase unless the Lessor and Lessee agree in writing upon same prior to rental of such equipment. DISCLAIMER OF WARRANTIES on purchased equipment. The Lessee who purchases equipment accepts the goods in their present condition unless otherwise noted and CORT BUSINESS SERVICES MAKES NO EXPRESS GUARANTEES OR WARRANTIES of any kind representing the goods or their performance, quality or characteristics, their potential for profit, savings, rental income, or resale. NOR ANY IMPLIED WARRANTIES respecting their SUITABILITY FOR A PARTICULAR PURPOSE EXCEPT as represented in any printed sales material furnished to the Recipient.
5. All said equipment shall remain personal property and title thereto shall remain in Lessor exclusively, Lessee shall keep equipment free from any and all liens and claims and do or permit no act or thing whereby Lessor's title or rights may be encumbered or impaired, Lessee shall not make any alterations, additions, or improvements to the equipment without the prior written consent of Lessor. Lessee agrees to pay the amount necessary to return the equipment to its former condition (see paragraph #15 regarding repair cost). All additions and improvements of whatsoever kind of nature made to the equipment shall belong to and become the property of Lessor upon the expiration or earlier termination of this Rental Contract. Lessee will not change or remove any insignia or lettering on the equipment and shall conspicuously identify each item of the equipment to indicate the Lessor's ownership.
6. This Rental Contract becomes effective immediately on the date and time listed hereon and remains in effect until the return of the merchandise and equipment and full payment for rental and other charges incurred under the terms of this Rental Contract have been made. Equipment returned after normal business hours does not constitute cause for termination of this Rental Contract, and therefore all the rates and terms of this Rental Contract remain in effect until the Lessee appears in person at Lessor's place of business to return the equipment during normal business hours.
7. An event of default shall occur if (a) any rental payment or any other amount owed by Lessee to Lessor is not paid when due, (b) Lessee fails to perform any other obligation of Lessee hereunder, (c) Lessee ceases doing business as a going concern, admits in writing its inability to pay its debts as they become due, is insolvent or makes an assignment for the benefit of creditors, (d) any property of Lessee is attached, (e) there is instituted by or against Lessee any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, or insolvency law of any jurisdiction, or for the appointment of a receiver or trustee in respect to any of Lessee's property, (f) Lessee reasonably deems itself insecure or the equipment in danger of misuse, neglect, seizure, confiscation, levy or attachment or (g) falsity of any representation of Lessee. Lessee warrants that he/she is solvent and able to pay for the equipment being rented hereunder in accordance with the payment terms.
8. If any event of default occurs, all sums due and to become due to Lessor as rental payments and otherwise, shall at the option of Lessor, become payable immediately and Lessor may without notice, or liability to Lessee, enter into any premises of or under control of Lessee or any agent of Lessee where the equipment may be located or by Lessor is believed to be located, and repossess the equipment, disconnecting and separation the same from any other property and using all force necessary and permitted by applicable law to do so. Lessee waives any right to a hearing before repossession of the equipment or to receive any notice of legal process, as a precondition of Lessor recovering the Equipment. All transportation or trucking charges are to be paid by the Lessee. Upon any such repossession, this Rental Contract shall be terminated and be of no further force of effect, and Lessee hereby expressly waives all further rights to possession of the equipment and all claims for injuries suffered through or loss caused by such repossession. Nothing herein shall be construed to prevent Lessor from taking any other action at law or in equity to enforce performance of this Rental Contract nor any interest therein is assignable or transferable by operation of law.
9. The Lessee agrees that the Lessor may, at its own discretion, report as stolen all personal property not returned within the date listed as the "Due Date" on this Rental Contract, or, if conditions and circumstances indicate theft, before that time.
10. Lessee agrees that said equipment will be used by the Lessee only at the job address designated on this Rental Contract for the stated period of time solely for the purpose for which said equipment was manufactured and intended. Where no address is specified the job address is take to be the same as the Lessee's home or mailing address. Equipment (except trailers) is not to be removed from the job address or home address of Lessee without the written consent of the Lessor, except while in transit directly to or from the Lessee's premises. Rented property is not to be removed from the State of Washington without the written consent of the Lessor.
11. As a service to our customers, Lessor may agree to pick up the equipment that is subject to this Rental Contract and return it to Lessor's business location, or deliver the equipment to Lessee's job address, provided that arrangements for Delivery/Pick-Up (including the date, time and address) have been agreed to in writing by the Lessor, and Lessee agrees to pay the Delivery/Pick-Up fee. Lessee expressly waives any and all claims, credit or offsets against Lessor for delays or other problems relation to the Delivery/pick-Up of equipment by Lessor. Lessee shall be responsible for the equipment and this Rental Contract shall remain in full force and effect until such time as Lessor has picked up the equipment and removed it from its then present location. Although time charged for the rental fee shall cease when the Lessee notifies Lessor in writing that the equipment is ready and available for pick-up, such notice does not terminate Lessee's other obligations herein, including, but not limited to, the obligation to care for and protect the equipment from damage, theft, or other loss.
12. Lessee agrees to indemnify and hold Lessor harmless from any liability whatsoever resulting from the use, maintenance and/or delivery of said equipment during the duration of this Rental Contract. Lessee and Lessor expressly understand that such indemnification shall extend to all claims, personal, commercial or otherwise by any person or persons, and that the same shall be operative without the necessity of Lessor first defending any such claim. The indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Lessee under the Worker's Compensation Acts, disability benefit acts or other employee benefit acts and Lessee expressly waives the immunity of Chapter RCW 51. Lessor does not warrant that the equipment is suited for the Lessee's intended use. Lessor has no control over where the equipment is used, and hereby disclaims any OSHA requirements. If the Lessor's employees assist in loading or unloading the equipment, the Lessee agrees to assume the risk of, and hold the Lessor harmless for any property damage or personal injuries.
13. Lessee agrees to immediately discontinue the use of said equipment should at any time become unsafe or in a state of disrepair, and will immediately notify the Lessor of said facts. If notice is not given within one hour after said failure of equipment, Lessee understands and agrees that the rental will be charged, unless arrangements are made to the contrary, and the Lessor accepts such arrangements in writing. Lessee is not authorized to incur for Lessor's account any expense, or to expend any money in repairing said equipment.
14. Lessee understands that the use of equipment in the following circumstances is prohibited and will constitute a breach of Rental Contract (a). Use for an illegal purpose or in an illegal manner. (b) Improper, unintended use or misuse. (c) Use by anyone other than the Lessee or his/her employees, without the Lessor's written permission. (d) Use at any location other than the address furnished the Lessor without the Lessor's written permission, except trailers. Lessee further agrees that all usage of Lessor's equipment shall be in compliance with all applicable federal, state and local laws.
15. Lessor agrees to be absolute insurer of the listed equipment and merchandise during the duration of this Rental Contract, including fire, theft, and mysterious disappearance. Lessee agrees to pay for any damages to or loss of equipment, as an insurer, regardless of the cause, except reasonable wear and tear, while equipment is out of the possession of the Lessor. Lessee's responsibility includes, and is not limited to, the replacement cost of the equipment at the time it is lost or damaged, plus an administrative fee and Lessor's related expenses, such as loss of use, appraisal fees of recovery costs. THE COST OF LABOR FOR SUCH REPAIRS WILL BE EITHER LESSOR'S THEN PREVAILING HOURLY RATE FOR LABOR, WHICH INCLUDES LOSS OF USE, POSTED AT THE LESSOR'S BRANCH WHERE THE EQUIPMENT IS TO BE REPAIRED, OR THE REPAIRER'S HOURLY RATE FOR LABOR CHARGED TO LESSOR FOR SUCH REPAIRS AS THE CASE MAY BE. PARTS WILL BE CHARGED AT LESSOR'S COST PLUS A RETAIL MARKUP. It is understood that repair or replacement does not relieve Lessee from the rental charges incurred. Accrued rental charges cannot be applied against the purchase or cost of repair of damaged or lost equipment.
16. A rental deposit of cash, check or a credit card will be required at the time of rental except where prior payment terms have been established. Said deposit will be applied towards payment of any accrued rental and/or other charges upon termination of the rental period. Lessor reserves the right to complete open checks left for deposit and/or to finalize any open credit card transactions. Lessor's credit terms for established accounts are Net 30, all other payments are due and payable upon the termination of the rental period. INTEREST at the periodic rate of 1 1/2% per month (18% per annum) will be charged on all past due invoices, with a minimum charge of \$1.00 per month. Any complaint, or dispute regarding contract amounts, must be registered in writing with the lessor within 15 days of receipt of the rental invoice or waived. Lessee may also be charged a fee for any check used hereunder that is returned unpaid.
17. Lessee agrees to pay upon demand all Lessor's costs and expenses, including attorney fees, legal expenses and collection costs incurred by Lessor in connection with collection of any amounts owed to the Lessor. Lessor may pay someone else to help enforce this Rental Contract, and Lessee agrees to pay the cost and expenses of such enforcement. Cost and expenses include but are not limited to collection agency fees which are not to exceed 50% of the principal balance, lien fees, legal expenses and/or cost, incurred by a law firm or attorney, or persons hired by a law firm or attorney, and their costs and expenses. Lessee agrees to pay costs and expenses whether or not a lawsuit is initiated, including, but not limited to, preparation, lawsuit, appeal, post-judgment collection or enforcement for bankruptcy proceeding, in the event that a lawsuit is commenced, Lessee waives the right to a jury trial on any or all issues. At the sole option of the Lessor, jurisdiction and venue in connection with any claims arising out of this Rental Contract shall be had in Everett, Snohomish County, Washington.
18. No change, modification, or alteration of the terms hereof will be effective as against the Lessor, nor will the terms hereof will be effective as against the Lessor, nor will the terms and conditions of purchase order and/or rental agreements different from the terms contained herein become part of this Rental Contract unless specifically approved in writing by an authorized representative of the Lessor.
19. The provisions of this Rental Contract shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.

CORT Business Services 2016

Mon - Sat 8am - 5pm Sundays Closed

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Software by Point-of-Rental Software www.point-of-rental.com

Modification # 1

Contract-Params.rpt (18)